

***United States Court of Appeals
for the Second Circuit***



APPELLEE'S BRIEF

75-7012

IN THE
United States Court of Appeals
FOR THE SECOND CIRCUIT

WILLIAM McQUILLAN,

Plaintiff-Appellant

—against—

"ITALIA" SOCIETA PER AZIONE DI NAVIGAZIONE,

Defendant-Appellee.

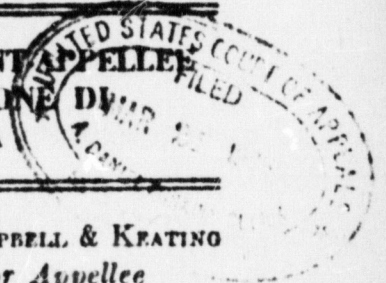
BRIEF ON BEHALF OF DEFENDANT-APPELLEE
"ITALIA" SOCIETA PER AZIONE DI
NAVIGAZIONE-GENOVA

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March 18, 1975



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TABLE OF CONTENTS

	PAGE
Statement	1
The Facts	2
Issue Presented for Review	4
POINT I—	
The Appellant's Action Is Time-Barred by 46 U.S.C. §183b And His Passage Contract Because It Was Not Commenced Within One Year After His Alleged Accident Occurred	5
CONCLUSION	15
ADDENDUM	17

CASES

<i>Baron v. Compagnie Generale Transatlantique</i> , 108 F. 2d 21 (2d Cir., 1939)	10
<i>Foster v. Cunard White Star</i> , 121 F. 2d 12 (2d Cir., 1941)	10, 13
<i>Geller v. Holland-America Line</i> , 201 F. Supp. 508 (S.D.N.Y. 1961), aff'd. 298 F. 2d 618 (2d Cir., 1962)	8, 12, 13
<i>Lipton v. National Hellenic American Lines</i> , 294 F. Supp. 308 (E.D.N.Y., 1968)	8, 11
<i>McCaffrey v. Cunard S.S. Co.</i> , 139 F. Supp. 472 (S.D. N.Y., 1955)	12

	PAGE
<i>Murray v. Cunard S.S. Co.</i> , 235 N.Y. 162 (1923)	6, 10, 13
<i>Owens v. Italia Societa Per Azione Navigazione- Genova</i> , 70 Misc. 2d 719 (Civ. Ct., N.Y., 1972), aff'd. 75 Misc. 2d 104 (App. Term, 1st Dept., 1973)	11
<i>Reichman v. Compagnie Generale Transatlantique</i> , 290 N.Y. 344 (1943), rearg. den. 290 N.Y. 872, cert. den. 320 U.S. 771 (1943)	10
<i>Silvestri v. Italia Societa Per Azioni Di Navigazione</i> , 388 F. 2d 11 (2d Cir., 1968)	4, 10, 11, 12
<i>The Leviathan</i> , 72 F. 2d 286 (2d Cir., 1934)	10
<i>The Majestic</i> , 166 U.S. 375 (1897)	10

STATUTE

46 U.S.C. § 183b	3, 4
------------------------	------

OTHER AUTHORITY

<i>Restatement of the Law, Contracts</i> § 25, Illustrations 1 and 5	14
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WILLIAM McQUILLAN,

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—against—

“ITALIA” SOCIETA PER AZIONE DI NAVIGAZIONE,

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BRIEF ON BEHALF OF DEFENDANT-APPELLEE
“ITALIA” SOCIETA PER AZIONE DI
NAVIGAZIONE-GENOVA

Statement

Plaintiff-Appellant, William McQuillan (hereinafter sometimes referred to as appellant) commenced this maritime negligence action against defendant-appellee, “Italia”-Societa Per Azione Di Navigazione-Genova (hereinafter sometimes referred to as Italian Line) in the Supreme Court of the State of New York, County of New York, by service of a summons on April 5, 1974 (appendix, p. 4). In his complaint (Rec./appeal, Doc. 1) the appellant sought damages for personal injuries he allegedly sustained through the negligence of Italian Line on February 7, 1973 while he was a passenger aboard its vessel, the SS MICHELANGELO.

Italian Line removed the case to the United States District Court for the Southern District of New York on the grounds of diversity (Rec./appeal Doc. 1, 2, 3). Thereafter, Italian Line made a motion to dismiss the appellant's action pursuant to Rule 12 (b)(6) F.R.C.P. on the ground that it is time-barred by his passage contract and by 46 U.S.C. §183b because it was not commenced within one year after the occurrence of his asserted injury (Rec./appeal, Doc. 7).

Honorable Henry F. Werker granted the motion for summary judgment, and dismissed the complaint by written memorandum dated November 18, 1974 (appendix, p. 32) and by judgment and order dated November 21, 1974 (appendix, p. 47). The decision below is reported at 386 F. Supp. 462 (S.D.N.Y. 1974). The appellant moved for reargument, and the motion was denied by memorandum and order dated December 18, 1974 (appendix, p. 51). The appellant served a notice of appeal from the order and judgment dismissing the complaint on or about December 18, 1974 (appendix, p. 48), and served an additional notice of appeal from the order denying reargument and the order and judgment dismissing the complaint on or about December 26, 1974 (appendix, p. 52).

The Facts

The appellant brought this action to recover damages under the General Maritime Law for personal injuries he allegedly suffered while he was a passenger aboard Italian Line's vessel, the SS MICHELANGELO (complaint, Rec./appeal Doc. 1). The appellant alleges at page 5 of his brief on appeal that he suffered personal injuries on February 7, 1973 when a deck chair aboard the vessel assertedly broke beneath him. His claimed special damages

appear to total approximately \$160.00 (Exhibit N annexed to appellant's affidavit in opposition to motion, Rec./appeal Doc. 13).

The appellant instituted this action in the Supreme Court of the State of New York, County of New York, by personal service of a summons on April 5, 1974 (Forel affidavit; appendix, p. 4), and the action was thereafter removed by Italian Line to the United States District Court for the Southern District of New York. Therefore, the effective date for commencement of the action is April 5, 1974.

By thus waiting nearly 14 months after the occurrence of his asserted accident to commence this lawsuit, the appellant has failed to comply with 46 U.S.C. § 183b and articles 13 and 14 of his passage contract which required him to institute suit "... within one (1) year from the day when death or injury occurred ..." (Forel affidavit, appendix, p. 4; and specimen passage contract annexed thereto as exhibit A, appendix, p. 7).¹

The appellant conceded in his supplemental affidavit in opposition to the motion that his passage contract was in his possession for "about a week before sailing" (appendix, p. 21), and he therefore had ample opportunity to review it prior to sailing.

Italian Line requested the particulars of the appellant's asserted accident in a letter dated March 6, 1973. In the letter, Italian Line informed the appellant it was writing "without prejudice to any of our rights under the Passage Ticket or otherwise." (Appendix, p. 13.) A copy of this letter was sent to the appellant's attorney on May 3, 1973

¹ The specimen copy of the passage contract issued to appellant was photocopied in black and white in the appendix. Accordingly, for the court's convenience, a color copy of this exhibit is annexed to this brief as an addendum.

(appendix, p. 14). Accordingly, both the appellant and his attorney were aware that Italian Line intended to rely on its ticket defenses more than 9 months prior to the expiration of the time limitation period on February 7, 1974.

The appellant's passage contract is a *new* edition contract booklet, which was substantially revised in 1970, subsequent to this court's decision concerning Italian Line's old edition contract in *Silvestri v. Italia Societa Per Azioni Di Navigazione*, 388 F. 2d 11 (2d Cir., 1968). (See Forel affidavit, appendix, p. 5).

Based on these facts, and after a thorough comparison of the passage contract issued to appellant (See addendum annexed hereto) with passage contracts involved in previous decisions, the court below held that the appellant was bound by the one year time limitation in the new Italian Line passage contract, stating "I have concluded that this passage contract reasonably communicates the importance of the terms and conditions to the passenger and therefore they are incorporated into the contract" (appendix, p. 37; 386 F. Supp. 462, 466).

Issue Presented for Review

1. Did the court below correctly grant summary judgment in favor of Italian Line based on the appellant's failure to institute suit within one year after the occurrence of his alleged accident as required by 46 U.S.C. §183b and his passage contract?

POINT I

The Appellant's Action Is Time-Barred By 46 U.S.C. §183b And His Passage Contract Because It Was Not Commenced Within One Year After His Alleged Accident Occurred.

Title 46 of the U.S.C. §183b, §4283A of the Revised Statutes, authorizes a shipowner to contractually limit the time for commencement of a suit by a passenger to recover for personal injuries to one year from the day when the alleged injuries occurred.

Articles 13 and 14 of the appellant's passage contract in the case at bar contain that time limitation provision. They provide in pertinent part as follows:

"Art. 13—NOTICE OF CLAIM—(a) The Company shall not be liable for any claim for loss of life or injury unless written notice thereof with full particulars be lodged with the Company or its agents within six (6) months from the day when the death or injury occurred in respect of any claim where Section 4283A of the Revised Statutes of the United States shall apply.

* * *

Art. 14—TIME LIMIT ON CLAIMS—Suit to recover on any claim against the Company shall be instituted:

(a) as to claims mentioned in subdivision (a) of Article 13 above, within one (1) year from the day when death or injury occurred; . . ."

We submit that the plaintiff has violated Articles 13 and 14 of his passage contract by failing to commence this law-

suit within one year after the occurrence of his alleged injuries, and that his action is therefore time-barred.

The specimen copy of the appellant's passage contract annexed as exhibit A to the Forel affidavit was photocopied in black and white in the appendix at page 7. For the court's convenience, a color copy of this exhibit is annexed to this brief as an addendum.

A review of the passage contract reveals that the words "PASSAGE CONTRACT" appear in English and three other languages on the front cover of the contract booklet in large black print, along with a prominent warning in white letters on a blue background at the bottom in both Italian and English, as follows:

"TERMS OF PASSAGE CONTRACT. PASSENGERS ARE KINDLY REQUESTED TO READ THE CONDITIONS OF THIS CONTRACT BEFORE ACCEPTING".

The terms and conditions of the contract commence on the cover immediately thereafter in Italian and English, and continue through the first six pages of the contract booklet. Italian Line's printed signature appears on the top left of each of the remaining pages of the contract booklet, along with the validation stamp and signature of the issuing office.

In *Murray v. Cunard S.S. Co.*, 235 N.Y. 162 (1923), the New York Court of Appeals held that a passenger's personal injury claim was time-barred because he failed to comply with the provisions of a passage contract containing notice provisions similar to those of the passage contract here at issue. Like the appellant in the case at bar, the passenger had the ticket in his possession several days prior to boarding the vessel. The face of the *Murray* ticket

described it as a "CABIN PASSAGE CONTRACT TICKET". It further provided that "THIS CONTRACT TICKET IS ISSUED BY THE COMPANY AND ACCEPTED BY THE PASSENGER ON THE FOLLOWING TERMS AND CONDITIONS." At the top of the ticket, apparently in smaller type, appeared: "The attention of passengers is specially directed to the terms and conditions of this contract" (235 N.Y. at 164). The Court upheld the validity of that ticket, even though the ticket was collected by the shipowner when the passenger boarded the vessel. Justice Cardozo stated at page 166:

"This is not a case of a mere notice on the back of a ticket, separate either in substance or in form from the body of the contract (*The Majestic*, 166 U.S. 375). Here the condition is wrought into the tissue, the two inseparably integrated. This ticket, to the most casual observer, is as plainly a contract, burdened with all kinds of conditions, as if it were a bill of lading or a policy of insurance. 'No one who could read could glance at it without seeing that it undertook to prescribe the particulars which should govern the conduct of the parties until the passenger reached the port of destination' (*Fonseca v. Cunard S.S. Co.*, 153 Mass. 553). In such circumstances, the act of acceptance gives rise to an implication of assent (1 Williston on Contracts, §§90, 90a, 90b; *Fonseca v. Cunard S.S. Co.*, *supra*; *N.Y.C. Ry. Co. v. Beaham*, *supra*). The passenger who omits to read takes the risk of the omission."

By comparison, the passage contract here at issue gave the appellant more notice of its limitation provisions than the *Murray* ticket, and many of the other passage contracts previously held binding.

A photocopy of the passage contract at issue in *Geller v. Holland-America Line*, 201 F.Supp. 508 (S.D.N.Y., 1962), aff'd. 298 F.2d 618 (2d Cir., 1961) appears at pages 26 and 27 of the appendix. In *Geller*, a passenger's claim was dismissed for her failure to comply with a passage contract's limitation provisions. Like the appellant in the case at bar, the passenger had received the ticket about one week prior to sailing. The ticket's notice provisions were described at 201 F.Supp. 508 as follows:

"This ticket consisted of 25 paragraphs in small print, entitled 'Terms of Passage Contract' and a 'box' which contained the names of the passengers, their address, the amount of fare, the type of accommodations and where the vessel was departing from. This 'box' was entitled 'Cruise Passage Contract' and also contained the legend 'Subject to the TERMS OF PASSAGE CONTRACT printed on the face hereof and continued overleaf, which terms are made a part of this contract.' Beneath this legend is the date and place issued and a place for the signature of the issuing agent, which was both typed in and signed."

See also *Lipton v. National Hellenic American Lines*, 294 F.Supp. 308 (E.D.N.Y., 1968), where a passenger's claim was dismissed because of his failure to comply with the time limitation provisions of a passage contract similar to the one here at issue. The *Lipton* contract, a copy of which appears at page 28 of the appendix, was described at pp. 309-310 as follows:

"The physical arrangement of the ticket is far more likely to alert the holder to the menace of its fine-print terms than the ticket in *Silvestri*.² It is an oblong book-

² The *Silvestri* case is discussed *infra*, at pages 104/1.

let, and it is bound at the left edge. It measures about 35 $\frac{3}{8}$ inches from top to bottom and about 7 $\frac{3}{4}$ inches from the left edge to the right. In large type the cover is labelled 'Passage Contract Ticket.' In smaller but readily legible type the cover states, 'IMPORTANT NOTICE. Each passenger should carefully examine this ticket, particularly the conditions on pages 2, 3, 4 and 5.' Pages 2 to 5 start with the inside of the cover page. The top of page 2 is conspicuously headed 'CONDITIONS OF CONTRACT.' Then follow five pages, double-columned, of discouragingly fine print. The 'conditions' opens with apt contract language—that the Line by issuing and the passengers by accepting or using the ticket mutually agree that the carrier will provide passage 'as stated herein, subject to the terms appearing herein.' The next paragraph reads, 'NOTICE: The Passenger's attention is particularly directed to the Terms and Limitations appearing on this and the following pages of this Contract.'

• • •

Page 6 of the ticket (the reverse side of page 5) deals with confirming return-voyage reservations, and pages 7-8 are a tear-out sheet for use in confirming return-voyage reservations. The only portion of the ticket filled out—in typewriting—is the ‘Embarkation Coupon’ and its five carbon-copy counterparts; the coupon gives the ship’s name, voyage data, passengers’ names, price, etc. The coupon is marked at top left (to the right of the carrier’s emblem) ‘PASSAGE CONTRACT’ in large clear type, and under those words, in smaller type, but type still as large as the rest of the printed type on the page, ‘SUBJECT TO THE CONDITIONS OF CONTRACT ON PAGES 2-3-4-5.’

The printed signature of the carrier appeared at the foot of page 5; at the lower right hand corner of the 'Embarkation Coupon' and its carbon counterparts appeared the stamp of the issuing travel agency in a ruled-off box in which were to be entered the date and place of issue and the name of the issuer and the signature of the issuing agent. The stamp impressed by the issuing travel agency gave its name and address and the date of issue."

See also *Reichman v. Compagnie Generale Transatlantique*, 290 N.Y. 344 (1943), rearg. den. 290 N.Y. 872, cert. den. 320 U.S. 771 (1943); *The Leviathan*, 72 F.2d 286 (2d Cir., 1934); *Murray v. Cunard Line*, *supra*; *Foster v. Cunard White Star*, 121 F.2d 12 (2d Cir., 1941); *Baron v. Compagnie Generale Transatlantique*, 108 F.2d 21 (2d Cir., 1939); cf. *The Majestic*, 166 U.S. 375 (1897); and cases cited in Point I of appellant's brief.

The ticket formerly used by Italian Line has been replaced by the new contract booklet which was issued to the appellant (Forel affidavit, appendix, p. 4). *Silvestri v. Italia Societa Per Azioni Di Navigazione*, 388 F.2d 11 (2d Cir., 1968), mentioned in the *Lipton* decision, relates to the old ticket. In the *Silvestri* case, this Court held that the time limitation provisions contained in Italian Line's *prior passage contract* were not embodied within the contract's general contractual provisions, and that the notice on the face of the ticket was insufficient for a court to rule as a matter of law that the time limitations were incorporated into the general contractual provisions. However, the *Silvestri* court clearly recognized that where, as in the contract booklet here at issue, the limitation provisions are properly embodied into the general contractual provisions

they are binding as a matter of law on the passenger and hence summary judgment for failure to comply is proper:

"... the thread that runs implicitly through the cases sustaining incorporation is that the steamship line had done all it reasonably could to warn the passenger that the terms and conditions were important matters of contract affecting his legal rights." (388 F.2d at p. 17).

As explained in *Lipton v. National Hellenic American Lines*, 294 F.Supp. 308, 311 (E.D.N.Y., 1968):

"*Silvestri*, then, appears to turn on the particular form of the ticket, its failure to come up to the standard of reasonable communicativeness that could be inferred from the forms of other carriers' tickets."

The appellant mistakenly alleges at page 7 of his brief on appeal that this court in the *Silvestri* case "had occasion to adjudicate the identical ticket issued to McQuillan". In fact, the passage contract booklet issued to the appellant in the case at bar is a *new* edition which was *substantially* revised subsequent to the *Silvestri* decision. (Forel affidavit, Appendix, p. 5.) The notice provisions of the new edition passage contract (addendum annexed hereto) are wholly different from the notice provisions of the *Silvestri* ticket (appendix, pp. 23, 24), and the new contract booklet is significantly more eye-catching than the *Silvestri* ticket.

Owens v. Italia Societa Per Azione Navigazione-Genova, 70 Misc. 2d 719 (Civ. Ct. N.Y., 1972), aff'd 75 Misc. 2d 104 (App. Term, 1st Dept., 1973), cited at page 10 of the appellant's brief on appeal, does not support the appellant's position because it involved "the precise counterpart" of the *Silvestri* ticket (70 Misc. 2d at page 724).

It is submitted that a review of the new edition passage contract issued to appellant shows that it clearly incorporated its time limitation provisions into its general contractual provisions, and the appellant's action was therefore properly dismissed.

The cases cited *supra* clearly hold that summary judgment is proper if the face of the passage contract reasonably warns the passenger that "the terms and conditions were important matters of contract affecting his legal rights" (*Silvestri*, 388 F.2d at p. 17). However, the appellant erroneously argues in Point II of his brief that the sufficiency of the notice on the face of the passage contract is a question of fact for a jury to decide. The only case cited by appellant involving a passage contract does not support his view. In *McCaffrey v. Cunard S.S. Co.*, 139 F. Supp. 472 (S.D.N.Y., 1955) the court under British Law denied a shipowner summary judgment based on its passage contract limitation, but clearly indicated that summary judgment would be proper if the court found that the conditions were in "the main body of the contract" or that there was "an unambiguous warning on the face of the ticket" (139 F. Supp. at page 474).

The appellant admitted in his supplemental affidavit in opposition to the motion that he had his passage contract in his possession for "about a week before sailing" (Appendix, p. 21).

The law is clear that the appellant took the risk of the omission when he failed to read his ticket contract during this one (1) week period. As Judge Cashin held in *Geller v. Holland-America Line*, 201 F. Supp. 508, 509 (S.D.N.Y. 1961), *aff'd* 298 F. 2d 618 (2d Cir. 1962):

"(I)n the instant case it is clear that plaintiffs had the ticket in their possession at least *one week* before

boarding the vessel. The law is clear that the passenger who has the ticket in his possession and fails to read it takes the risk of such omission." (Emphasis supplied.)

Accord: Murray v. Cunard S.S. Co., 235 N.Y. 162 (1923), where plaintiff possessed the passage contract "several days" prior to sailing; *Foster v. Cunard White Star*, 121 F. 2d 12 (2d Cir. 1941), where plaintiff possessed the ticket 17 days before sailing.

Italian Line denies that it picked up the appellant's passage contract when he boarded the vessel. However, even assuming *arguendo* that the appellant surrendered his passage contract upon embarkation, he is nonetheless bound by its terms because he had ample opportunity to review it prior to boarding. See *Murray v. Cunard S.S. Co.*, 235 N.Y. 162, 166 (1923), where Justice Cardozo stated:

"The plaintiff is not helped by his surrender of the ticket when he went aboard the ship, after he had then held it several days with ample time to read it. A contract valid and reasonable in its inception does not become invalid and unreasonable thereafter, because the passenger who has assented, is unable, when the voyage is over, to recall the terms of the assent. If some aid to memory is required, his business is to make for himself a note of the conditions, or to procure from the carrier a copy, which doubtless would be given for the asking." (Emphasis supplied.)

Accord: Geller v. Holland-America Line, 201 F. Supp. 508 (S.D.N.Y. 1961), *aff'd* 298 F. 2d 618, 619 (2d Cir. 1962).

As revealed by the Forel affidavit (appendix pp. 4, 6), the appellant's failure to institute suit within one year is inexcusable. In its letter dated March 6, 1973, Italian Line

informed the appellant that its correspondence was being "written without prejudice to any of our rights under the passage ticket or otherwise". A copy of this letter was sent to the appellant's attorney on May 3, 1973 (appendix, pp. 13, 14). Therefore, the appellant and his attorney were fully apprised that Italian Line would rely on its ticket contract defenses more than nine months before the expiration of the one year limitation on February 7, 1974.

Accordingly, we submit that the court below was correct when it held that Italian Line's actions subsequent to the appellant's notice of claim do not estop it from asserting the time limitation conditions in the passage contract.

The appellant argues in Point IV c. of his brief on appeal that the passage contract was assertedly final and complete when he "accepted" Liberty Travel's advertisement for a Caribbean cruise. The appellant cites no cases whatever to support this erroneous proposition.

We submit that it is an axiomatic principle in the law of contracts that an advertisement made to the general public does not constitute an offer, but is an invitation to the general public to make an offer. See *Restatement of the Law, Contracts* § 25, Illustrations 1 and 5. Therefore, we submit that the appellant's payment to Liberty Travel constituted an offer which was not accepted by Italian Line until delivery of the passage contract to the appellant.

Clearly, the District Court below was correct when it held that the appellant is bound by the time limitation in his contract, and we submit that its judgment dismissing the complaint should be affirmed.

CONCLUSION

It is respectfully submitted that the District Court below properly dismissed the appellant's action based on his failure to institute suit within one year after the occurrence of his alleged injuries in accordance with the terms and conditions of his passage contract and, accordingly, its judgment dismissing the action should be affirmed.

Respectfully submitted,

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LOUIS J. GUSMANO
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March 18, 1975

ADDENDUM

Specimen copy of passage contract
delivered to plaintiff-appellant

(See Opposite) 

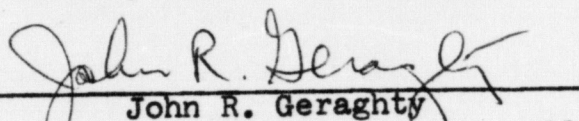
CERTIFICATE OF SERVICE
OF APPELLEE'S BRIEF

We hereby certify that two copies of the appellee's
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March 20, 1975

Italian Line**Italia**

SOC. DI NAVIGAZIONE - GENOVA

Italmar

SHIPS OF ITALIAN REGISTRY



BIGLIETTO DI PASSAGGIO PASSAGE CONTRACT BILLETE DE PASAJE BILLETE DE PASSAGEM

N° 8536003

CONDIZIONI DEL CONTRATTO DI TRASPORTO.
SI PREGANO I SIGG. PASSEGGERI DI LEGGERE LE CONDIZIONI
DE QUESTO CONTRATTO PRIMA DELL'ACCETTAZIONE.
L'ITALIA, Società per Azioni di Navigazione, qui di seguito
denominata « la Società », si riserva il diritto di provvedere (segue)

TERMS OF PASSAGE CONTRACT.
PASSENGERS ARE KINDLY REQUESTED TO READ THE CONDI-
TIONS OF THIS CONTRACT BEFORE ACCEPTING.
« ITALIA », Società per Azioni di Navigazione, hereafter referred to
as « the Company », agrees to provide (continued page 2)

al trasporto qui indicato della persona o delle persone qui nominate, in
conformità alle condizioni CONTENUTE NEL PRESENTE CONTRATTO
DI TRASPORTO, STAMPATE SU QUESTA PAGINA E SULLE PA-
GINE 3, 4, 5, 6.

Art. 1 - INCEDIBILITA' DEL BIGLIETTO

Il presente biglietto di passaggio è valido solo per la persona, o le perso-
ne, cui è intestato e per la nave, sistemazione e data di partenza qui indi-
cate e non è cedibile.

Art. 2 - PREZZO DI PASSAGGIO

La Società si riserva il diritto di modificare il prezzo del passaggio prima
della partenza della nave per qualsiasi crociera o per il viaggio di andata
e/o ritorno. In tal caso il passeggero dovrà pagare la differenza prima
dell'imbarco oppure avrà il diritto alla risoluzione del contratto ed al rim-
borso della somma versata per il trasporto non effettuato, dedotte le prov-
vigioni dovute agli agenti.

Art. 3 - MANCATA PARTENZA DEL PASSEGGERO

Il passeggero che non si presenta in tempo per la partenza, o che per
qualsiasi ragione non si imbarca, non ha diritto ad alcun rimborso della
somma versata per il passaggio.

Art. 4 - CANCELLAZIONE TEMPESTIVA DEL PASSAGGIO

Qualora prima della partenza della nave il passeggero intenda recedere
dal suo contratto di passaggio, la Società, a sua richiesta, si adopererà,
nei limiti del possibile, per vendere la sistemazione indicata in questo con-
tratto. Se detta sistemazione verrà venduta, la Società rimborserà al pas-
seggero la somma pagata da lui o dal suo agente meno 10% di diritti di
cancellazione spettanti alla Società. L'eventuale rimborso sarà effettuato
dalla Società nel Paese e nella valuta in cui avvenne detto pagamento.

the transportation described herein to the person or persons named herein,
subject to the terms SET FORTH IN THIS PASSAGE CONTRACT,
PRINTED ON THIS PAGE AND ON PAGES 3, 4, 5, 6.

Art. 1 - TICKET NON-TRANSFERRABLE

This passage ticket contract is valid only for the person, or persons, herein
named and for the vessel, accommodation and sailing date herein indicated,
and is not transferrable.

Art. 2 - PASSAGE FARE

The Company reserves the right to change the passage fare before the
sailing of the vessel on any cruise, or for the outward and/or homeward
voyage. In such case, the passenger must pay the difference before em-
barkation or he shall have the right to cancel the contract and have the
amount paid for the unused passage refunded, less commissions to agents.

Art. 3 - FAILURE OF THE PASSENGER TO SAIL

The passenger who does not timely present himself for the sailing, or who
for any reason does not embark, is not entitled to any refund of the
passage fare.

Art. 4 - TIMELY CANCELLATION OF PASSAGE

If prior to the sailing of the vessel the passenger intends to cancel the
passage contract, the Company shall, at his request, reasonably endeavor
to sell the accommodation indicated in this contract. If this accommoda-
tion is sold, the Company will refund to the passenger the amount paid
by him or his agent less 10% cancellation charges accruing to the Company.
Such refund, if any, shall be made by the Company in the Country where
and in the currency with which this passage was paid.

Art. 5 - CHANGE OF ACCOMMODATIONS

The Company reserves the right to assign to the passenger accommodations

Art. 5 - CAMBIAMENTO DI SISTEMAZIONE

La Società si riserva il diritto di assegnare al passeggero una sistemazione diversa da quella precedentemente assegnatagli. Se il prezzo della sistemazione sostitutiva è inferiore, la Società rimborserà la differenza.

Art. 6 - RITARDO, MODIFICA O SOPPRESSIONE DEL VIAGGIO

La Società ha facoltà, per cause dipendenti o meno dal proprio controllo, di cancellare o terminare il viaggio, far effettuare scali alla nave in porti diversi da quelli fissati, ometterne alcuni, iniziare il viaggio da un porto diverso da quello stabilito, adibire la nave ad altra linea e/o servizio, anticipare o ritardare la data e/o l'ora di partenza originariamente annunciata.

Art. 7 - ITINERARIO - TRASBORDI

Il Comandante ha pieno diritto di procedere senza pilota, di rimorchiare o di farsi rimorchiare e di prestare assistenza ad altre navi in qualunque circostanza, di deviare dalla rotta prevista in qualunque direzione, per qualunque distanza e per qualsiasi scopo, di ritardare o di terminare il viaggio, e di trasbordare il passeggero ed il suo bagaglio su qualsiasi altra nave o su altro mezzo di trasporto, appartenente alla Società o meno, diretti al porto di destino.

Art. 8 - CONDIZIONI SANITARIE E COMPORTAMENTO DEL PASSEGGERO - La Società in qualunque momento ed a sua assoluta discrezione ha facoltà di rifiutare di trasportare, o può sbarcare o espellere qualsiasi passeggero in qualunque porto o luogo, qualora le sue condizioni sanitarie o fisiche, o la sua condotta arrechino pregiudizio alla sicurezza della nave, o molestia agli altri passeggeri.

Art. 9 - RESPONSABILITA' DEL PASSEGGERO

Sono a carico del passeggero tutte le spese, imposte, tasse di imbarco o sbarco, diritti fissi o altre spese similari; inoltre egli sarà tenuto a risarcire alla Società ogni contravvenzione, multa, spesa e danni e/o onere

other than those previously booked. If the price of the substituted accommodations is lower, the Company will refund the difference.

Art. 6 - DELAY, CHANGE OR CANCELLATION OF VOYAGE

The Company may, whether or not from causes beyond its control, cancel or terminate the voyage, have the vessel call at ports other than those scheduled, omit some of these ports, commence the voyage from other than the port scheduled, put the vessel in other line of service, or advance or delay the scheduled date and hours of sailing.

Art. 7 - ITINERARY; TRANSSHIPMENTS

The Master has full authority to proceed without pilots, to tow or to be towed and assist vessels in all circumstances, to deviate from the ordinary route in any direction, to any distance and for any purpose, to delay or to terminate the voyage, and to transfer the passenger and his baggage to any other vessel or to any other means of transportation, whether belonging to the Company or not, bound for the port of destination.

Art. 8 - HEALTH CONDITION AND CONDUCT OF THE PASSENGER

The Company at its sole discretion and at any time may refuse to transport, may land or reject any passenger at any port or place because of health or physical condition or because of conduct impairing the safety of the vessel, or because of conduct inconveniencing other passengers.

Art. 9 - PASSENGER'S RESPONSIBILITY

The passenger shall bear all expenses, taxes, embarkation or landing charges, stamped duties and other similar expenses; he shall also reimburse the Company for any penalties, inconveniences, fines and expenses which through his fault the Company may incur or may be assessed by Port Authorities, Customs, Health Officers, or by any other Officers of any Country whatsoever.

cui, per la colpa, la Società possa essere soggetta o che possa essere messa a carico della Società da parte delle Autorità Portuali, Doganali, Sanitarie o di qualunque altra Autorità di qualsiasi Paese.

Art. 10 - FATTI VERIFICATISI AL DI FUORI DELLA NAVE

La responsabilità della Società, qualora non sia diversamente esclusa in altri articoli di questo contratto, è strettamente limitata a fatti verificatisi a bordo di navi di sua proprietà o di navi da essa noleggate e non si estende a fatti accaduti altrove, inclusi quindi, ma senza limitarsi, a fatti avvenuti durante escursioni e/o gite a terra, servizi di natanti o traghetti, trasbordi, trasporti su altre navi o mezzi, collegamenti tra le navi della Società e quelle di altri vettori, ed in genere fatti ricollegantisi a servizi resi da prestatori autonomi che non sono agenti o dipendenti della Società.

Art. 11 - BAGAGLIO

(a) Il bagaglio, che comprende sia il bagaglio a mano che i bauli, deve contenere esclusivamente effetti personali del passeggero. Il quantitativo di bagaglio che ogni passeggero può trasportare in franchigia è stabilito dalle tariffe della Società. (b) Il passeggero, al momento dell'imbarco, deve consegnare in custodia al Comandante qualsiasi arma bianca o da fuoco. (c) Il passeggero non deve includere nel suo bagaglio, né tenere con sé o nella sua cabina manoscritti, danaro in contanti, gioielli o oggetti preziosi di qualunque genere aventi un valore superiore a U.S. Dollari 200. Gli oggetti di valore possono essere adeguatamente collocati nelle cassette di sicurezza della nave, in conformità alle condizioni stabilite dalla Società, purché vi sia spazio disponibile, oppure possono essere spediti come merce con regolare polizza di carico della Società. (d) Il passeggero non deve includere nel bagaglio, né portare a bordo, qualunque genere di esplosivi o oggetti infiammabili, pericolosi o nocivi. (e) Gli animali di qualunque specie non possono essere portati a bordo senza apposito biglietto rilasciato dalla Società. (f) Il passeggero deve imballare adeguatamente ciascun collo di bagaglio ed apporvi delle marche indelebili contenenti le sue generalità complete e indirizzo, nome della nave,

Art. 10 - OCCURRENCES BEYOND THE VESSEL'S LIMITS

The responsibility of the Company, when not otherwise excluded under any article of this contract, is strictly limited to occurrences on vessels owned or operated by it, and does not extend to occurrences elsewhere, including, but not limited to, excursions and/or shore trips, tender service, transshipments, transportation by other ships or other means, connections between its vessels and other carriers, and in general services provided by independent contractors who are not agents or servants of the Company.

Art. 11 - BAGGAGE

(a) Baggage, which includes handbags and trunks, must only contain personal effects of the passenger. The amount of baggage that each passenger may carry without additional charge is established in the Company's tariffs.

(b) The passenger, when embarking, must deliver to the Master any weapons or firearms for safekeeping.

(c) The passenger must not include in his baggage, nor keep on his person or in his cabin, manuscripts, cash, jewelry or valuables of any description worth over \$ 200 in U.S. Currency. Valuable articles may be appropriately placed in the ship's safe, subject to the regulations of the Company, provided space is available, or may be shipped as freight under the Company's regular bill of lading.

(d) The passenger must not carry as baggage, nor bring on board, any explosives or inflammables or other dangerous or harmful articles.

(e) Animals of any kind cannot be brought aboard without an appropriate ticket being issued by the Company.

(f) The passenger must securely pack and durably mark each piece of baggage with his full name and address, name of the vessel, cabin number and port of destination. He must also personally attend to the taking on board of his handbags, ascertain prior to departure that all of his baggage

numero della cabina e porto di destino. Egli deve personalmente seguire le operazioni d'imbarco del suo bagaglio a mano, accertarsi prima della partenza che tutto il suo bagaglio sia a bordo ed ottenere il rilascio di ricevute per i colli sistemati nella bagagliaia e/o nella stiva. (g) Il passeggero deve dichiarare prima dell'imbarco il valore del suo bagaglio e, in difetto di ciò, il valore totale di tale bagaglio sarà considerato non superiore a U.S. Dollari 200. Qualora, prima dell'imbarco, il passeggero rilasci alla Società una dichiarazione scritta attestante che il valore del suo bagaglio supera U.S. Dollari 200 e, al tempo stesso, paghi alla Società un supplemento nolo in ragione dell'un per cento (1%) sul maggior valore, facendosi rilasciare relativa ricevuta, la responsabilità della Società non supererà il suddetto valore dichiarato; in caso di avaria o perdita parziale di cui la Società sia responsabile, questa risponderà proporzionalmente di tale valore. In nessun caso tali valutazioni costituiranno presunzione di valore reale. Tutte le disposizioni di cui sopra saranno applicabili indipendentemente dal fatto che il bagaglio venga sistemato in cabina, nella bagagliaia, in stiva o in qualunque altro posto. (h) Il bagaglio non ritirato all'arrivo della nave sarà depositato a rischio e spese del passeggero.

Art. 12 - SERVIZI DI PRESTATORI AUTONOMI

Il passeggero dovrà pagare per le prestazioni sanitarie effettuate dal medico o dai medici di bordo in conformità alle tariffe ufficiali, (di cui vi sono copie a bordo) in vigore nel porto di iscrizione della nave. Il passeggero riconosce che i servizi disponibili a bordo per sua comodità, e resi da tali prestatori autonomi inclusi ma non limitati al barbiere, al parrucchiere per signora, manicure, massaggiatore, fotografo, istruttori, sono unicamente a spese e rischio del passeggero stesso.

Art. 13 - NOTIFICAZIONE DEL RECLAMO

(a) La Società non sarà responsabile per alcun reclamo per morte o infermità a meno che non sia proposta a tale scopo una denuncia particolareggiata per iscritto alla Società o ai suoi agenti entro sei (6) mesi dal giorno della morte o dell'infortunio e ciò in relazione a qualsiasi reclamo

is on board and obtain receipts for pieces placed in the baggage room and/or in the hold.

(g) The passenger must declare the value of his baggage prior to embarkation, and, unless he does so, its total value will be deemed not to exceed \$ 200 in U.S. Currency. If, prior to embarkation, the passenger delivers to the Company a declaration in writing that the value of his baggage exceeds \$ 200 in U.S. Currency and, when doing so, pays the Company additional charges at the rate of one per cent (1%) on such excess, for which a written receipt must be obtained by him, the Company's liability shall not exceed such declared value; in case of damage or partial loss for which the Company is liable, its liability shall be computed on a pro-rata basis of the above valuations. In no case shall the above valuations constitute a presumption of actual value. All of the foregoing shall apply irrespective of whether the baggage is in the cabin, in the baggage room, hold or elsewhere.

(h) Baggage not claimed upon arrival of the vessel will be stored at the passenger's risk and expense.

Art. 12 - SERVICES BY INDEPENDENT CONTRACTORS

The passenger shall pay for medical services received from the ship's doctor(s) according to the official tariffs (available on board) in force at the home port of the vessel. The passenger agrees that services available for his convenience on board ship and rendered by such independent contractors, including but not limited to the barber, hairdresser, manicurist, masseur, photographer, instructors, are solely at the risk and at the expense of the passenger.

Art. 13 - NOTICE OF CLAIM

(a) The Company shall not be liable for any claim for loss of life or injury unless written notice thereof with full particulars shall be lodged with the Company or its agents within six (6) months from the day when the death or injury occurred in respect of any claim where Section 4283A of the

cui sia applicabile l'art. 423A Revised Statutes degli Stati Uniti. (b) La Società non sarà responsabile per avaria o perdite del bagaglio a meno che il passeggero, al momento della riconsegna, non li denunci agli ufficiali di bordo o ai rappresentanti o agenti della Società nei rispettivi uffici del porto di sbarco, e a condizione che la Società sia posta in grado di accertare l'entità della perdita o dell'avaria al momento dello sbarco, oppure, se si tratta di avaria o perdite non apparenti, non più tardi di dieci giorni dalla riconsegna.

Art. 14 - PRESCRIZIONE

Tutte le azioni contro la Società dovranno essere promosse:

(b) se riguardanti tutti gli altri reclami dovranno essere promosse entro un (1) anno dall'arrivo del passeggero a destino o, in caso di mancato arrivo, dal giorno in cui il passeggero avrebbe dovuto arrivare, con la seguente eccezione: nei trasporti che hanno inizio e termine in Europa o in porti del Mediterraneo, tali diritti si prescrivono in sei mesi.

Art. 15 - MODIFICHE SEPARABILITÀ DELLE CLAUSOLE DEL CON-

TRATTO - Nessuna alterazione o modifica generatrice di responsabilità diverse da quelle qui stabilite sarà valida a meno che non venga fatta per iscritto e firmata da un rappresentante autorizzato della Società. Le clausole del presente contratto saranno separabili ed indipendenti e l'illegalità, inefficacia o invalidità totale o parziale di una singola clausola o parte di essa non renderà illegale né invaliderà alcun altro paragrafo, clausola o norma del contratto stesso.

Art. 16 - CAUSE

Salvo quanto diversamente qui stabilito, tutte le controversie che potessero sorgere, dal presente contratto di trasporto saranno risolte in base alla Legge Italiana, e tutte le cause contro il Vettore saranno promosse esclusivamente davanti l'Autorità Giudiziaria Italiana.

Revised Statutes of the United States shall apply. (b) The Company shall not be liable for loss or damage to baggage unless at the time of re-delivery to the passenger he reports the loss or damage to the ship's officers or to the Company's representative or agents at its offices or agent's offices at the port of disembarkation, and unless the Company shall be allowed to ascertain the extent of the loss or damage at that time or if the loss or damage is not apparent, not later than ten (10) days after re-delivery.

Art. 14 - TIME LIMIT ON CLAIMS

Suit to recover on any claim against the Company shall be instituted:

(a) as to claims mentioned in subdivision (a) of Article 13 above, within one (1) year from the day when the death or injury occurred;

(b) as to all other claims, within one (1) year from the passenger's arrival at destination or, in the case of non-arrival, from the day on which the passenger should have arrived, with the following exception: as to passages commencing and ending in Europe or in the countries of the Mediterranean, the prescription of the rights mentioned in this sub-article is of six (6) months.

Art. 15 - AMENDMENTS; SEPARABILITY OF CONTRACT TERMS

No alteration or amendment creating responsibilities other than those herein set forth shall be valid unless made in writing and signed by the duly authorized representative of the Company. The terms of this contract shall be separable and the illegality or invalidity of any articles in whole or in part shall not effect or invalidate any other article, paragraph, clause or provisions thereof.

Art. 16 - SUITS

Unless otherwise provided herein, all controversies arising out of this passage contract shall be determined according to Italian Law, and any suits brought against the Carrier may be brought only before the judicial authority of Italy.

Italiana Soc. per Azioni di Navigazione - Genova - Cap. Soc. 10.000.000.000 interamente versato Il presente biglietto di passaggio è soggetto alle condizioni stampate sulla copertina e sui fogli n. 3 e 4. NON TRASFERIBILE Subject to the conditions printed on the cover of this ticket which form part of this contract - NOT TRANSFERABLE				AL PORTO D'IMBARCO (non valido per il passaggio) ADVICE PORTION (not good for passage)		BIGLIETTO DI PASSAGGIO PASSAGE CONTRACT		N° 8536003	
CLASSE CLASS		NAVE DI REGISTRO ITALIANO ITALIAN FLAG SHIP		DATA DI PARTENZA DATE OF SAILING		ORA DI IMBARCO EMBARKATION TIME			
DA FROM		A TO		ORA DI PARTENZA TIME OF SAILING		BASE DELLA TARIFFA FARE BASIS			
NOME DEI PASSEGGERI / NAME OF PASSENGERS:				NOLO FARE		ETA AGE		CABINA ROOM	
								LETTO BED/BERTH	
								SERVIZI FACILITIES	
								NAZIONALITÀ NATIONALITY	
EMESSO IN CONNESSIONE CON / ISSUED IN CONNECTION WITH:				VALUTA INCASSATA / CURRENCY PAID:		TIMBRO E FIRMA DELL'UFFICIO EMITTENTE STAMP & SIGNATURE OF THE ISSUING OFFICE			
NAVE/VOLO SHIP/FLY-HT		DATA DATE		BIGLIETTO N° TICKET No.		NOLO FARE		CLASSE CLASS	
INDIRIZZO DEI PASSEGGERI / PASSENGERS' ADDRESS:				TOTALE NOLO TOTAL FARES					
				TASSE TAXES					
				TOTALE TOTAL					
PER USO DELLA COMPAGNIA / FOR COMPANY'S USE ONLY:				EMESSO IN SOSTITUZIONE DI: ISSUED IN EXCHANGE FOR:		LUOGO E DATA DI EMISSIONE PLACE & DATE OF ISSUE			
				No. IMPORTO VALUE					
				SALDO INCASSATO BALANCE COLLECTED					
				COMMISSIONE: COMMISSION:		CODICE DELL'AGENTE PRODUTTORE AGENT'S CODE			

TASSA DI BOLLO CORRISPONDE IN PUNTO VIRTUALE

Italia Soc. per Azioni di Navigazione - Genova - Cap. Soc. 10.000.000.000 interamente versato.
Il presente biglietto di passaggio è soggetto alle condizioni stampate sulla copertina e sul foglio n° 3 e 6 - NON TRASFERIBILE
Subject to the conditions printed on the cover of this ticket which form part of this contract - NOT TRANSFERABLE

R PER LA CONTABILITÀ
(non valido per il passaggio)
ACCOUNTS COPY
(not good for passage)

BIGLIETTO DI PASSAGGIO
PASSENGER CONTRACT

N^o **8536003**

CLASSE CLASS	NAVE DI REGISTRO ITALIANO ITALIAN FLAG SHIP
DA FROM	A TO

DATA DI PARTENZA
DATE OF SAILING
ORA DI PARTENZA
TIME OF SAILING

ORA DI IMBARCO
EMBARKATION TIME
BASE DELLA TARIFFA
FARE BASIS

NOME DEI PASSEGGERI / NAME OF PASSENGERS :

NOLO FARE	ETÀ AGE	CABINA ROOM	LETTO BED/BERTH	SERVIZI FACILITIES	NAZIONALITÀ NATIONALITY
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EMESSO IN CONNESSIONE CON / ISSUED IN CONNECTION WITH:

NAVE/VOLO SHIP/FLIGHT	DATA DATE	BIGLIETTO N° TICKET No.	NOLO FARE	CLASSE CLASS
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NOLO:

SENSEME

TASSE:

PROVV.

L. G. E.

PER USO DELLA COMPAGNIA / FOR COMPANY'S USE ONLY:

TOTALE NOLE
TOTAL FARES
TASSE
TAXES

TOTALE
TOTAL

EMESSO IN SOSTITUZIONE DI:
ISSUED IN EXCHANGE FOR:

No.
IMPORTO
VALUE

SALDO INCASSATO
BALANCE COLLECTED

COMMISSIONE :
COMMISSION :

VALUTA INCASSATA / CURRENCY PAID:

TIMBRO E FIRMA DELL'UFFICIO EMITTENTE
STAMP & SIGNATURE OF THE ISSUING OFFICE

LUOGO E DATA DI EMISSIONE
PLACE & DATE OF ISSUE

CODICE DELL'AGENTE PRODUTTORE
AGENT'S CODE

PATTI E CONDIZIONI: PAGG. 1-6

TERMS & CONDITIONS: PAGES 1 THROUGH 6

Italia Soc. per Azioni di Navigazione - Genova - Cap. Soc. 10.000.000.000 interamente versato Il presente biglietto di passaggio è soggetto alle condizioni stampate sulla copertina e sui fogli n. 3 e 6 - NON TRASFERIBILE Subject to the conditions printed on the cover of this ticket which form part of this contract - NOT TRANSFERABLE					C) MATRICE (non valido per il passaggio) AGENT'S RECORD (not good for passage)	BIGLIETTO DI PASSAGGIO PASSAGE CONTRACT	N° 8536003
CLASSE CLASS		NAVE DI REGISTRO ITALIANO ITALIAN FLAG SHIP		DATA DI PARTENZA DATE OF SAILING		ORA DI IMBARCO EMBARKATION TIME	
DA FROM		A TO		ORA DI PARTENZA TIME OF SAILING		BASE DELLA TARIFFA FARE BASIS	
NOME DEI PASSEGGERI / NAME OF PASSENGERS :				NOLO FARE	ETA AGE	CABINA ROOM	LETTO BED/BERTH
							SERVIZI FACILITIES
							NAZIONALITA NATIONALITY
EMESSO IN CONNESSIONE CON / ISSUED IN CONNECTION WITH:				VALUTA INCASATA / CURRENCY PAID		TIMBRO E FIRMA DELL'UFFICIO EMITTENTE STAMP & SIGNATURE OF THE ISSUING OFFICE	
NAVE/VOLO SHIP/FLIGHT	DATA DATE	BILGHIETTO N° TICKET No.	NOLO FARE	CLASSE CLASS	TOTALE NOLETTI TOTAL FARES		
					TASSE TAXES		
INDIRIZZO DEI PASSEGGERI / PASSENGERS' ADDRESS:					TOTALE TOTAL		
					EMISSO IN SOSTITUZIONE DI: ISSUED IN EXCHANGE FOR:	LUOGO E DATA DI EMISSIONE PLACE & DATE OF ISSUE	
PER USO DELLA COMPAGNIA / FOR COMPANY'S USE ONLY:					No. IMPORTO VALUE		
					SALDO INCASSATO BALANCE COLLECTED	CODICE DELL' AGENTE PRODUTTORE AGENT'S CODE	
					COMMISSIONE : COMMISSION :		

FASCIO DI BOLLO CORRISPONDE A UN SOLO BIGLIETTO VIRTUALE

PATTI E CONDIZIONI: PAGG. 1-6

TERMS & CONDITIONS: PAGES 1 THROUGH 6

TASSA DI BOLLO CORRISPONDA IN MODO VIRTUALE

TASTA DI BOLLO CORRISPONDA IN MODO VIRTUALE

MOD./TP/162 - DIC/03028/70/300.000/SAIGA - AECO/5394

MOD./TP/162 - DIC/03028/70/372.000/SA - A - AECO/5394MOD / TP 162 - DIC / 01028 / 70 / 300 000 / SAIGA - AECO / 5334



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